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AUG 27 2004

Attorney Docket No:

**ROKU-001/00US** 

**PATENT** 

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

WOOD et al.

Serial No.:

10/665,978

Examiner:

Unassigned

Filed:

September 19, 2003

Art Unit:

Unassigned

For:

APPARATUS AND METHOD FOR PRESENTATION OF

PORTABLY-STORED CONTENT ON AN HIGH-DEFINITION DISPLAY

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

## POWER BY ASSIGNEE AND STATEMENT UNDER 37 C.F.R. §3.73(b)

The Assignee of the entire right, title, and interest in the above-identified application hereby grants the registered practitioners of Cooley Godward LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The Assignee certifies that to the best of its knowledge and belief it is the owner of the entire right, title, and interest in and to the above-identified application as evidenced by:

| [X] | An assignment document, a | copy of which is enclosed | herewith; |
|-----|---------------------------|---------------------------|-----------|
|-----|---------------------------|---------------------------|-----------|

| () | An assignment previously recorded in the U.S. Patent and Trademark Office at |
|----|--|
|    | Reel, Frame  |

Please direct all telephone calls and correspondence to:

658618 vI/PA #46Y01!.DOC

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Cooley Godward LLP ATTN: Patent Group Five Palo Alto Square 3000 El Camino Real Palo Alto, CA 94306-2155 Tel: (650) 843-5000

Tel: (650) 843-5000 Fax: (650) 857-0663

CUSTOMER NUMBER:

23419

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignce.

Date: 1-10-04

Signature:

Name: Title: Anthony John Wood Chief Executive Officer

Company:

Roku, LLC 399 Sherman Avenue

Suite 12

Palo Alto, CA 94301



## Attorney Docket No: ROKU-001/00US

**PATENT** 

## ASSIGNMENT (Joint)

Anthony John WOOD, mailing address at 399 Sherman Ave #12, Palo Alto, CA 94306; Donald Robert WOODWARD, Jr., mailing address at 154 Gramercy Drive, San Mateo, CA 94402:

Douglas Glen SHANNON, mailing address at 29 Moonbeam Drive, Mountain View, CA 94043;

Daniel SLETTEN, mailing address at 659 Fox Ct. E., Redwood City, CA 94061; Patrick Michael ELLIS, mailing address at 659 Fox Ct. E., Redwood City, CA 94061; Gregory Mack GARNER, mailing address at 19352 Hilton Road, Springdale, AR 72764; and

Michael Joseph KOBB, mailing address at 2800 Belmont Canyon Road, Belmont, CA 94002-1231

(each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled APPARATUS AND METHOD FOR PRESENTATION OF PORTABLY-STORED CONTENT ON AN HIGH-DEFINITION DISPLAY, and which is a:

- (1) [] provisional application
  (a) [] to be filed herewith; or
  (b) [] bearing Application No. , and filed on ; or
- (2) [X non-provisional application
  - (a) I to be filed herewith; or
  - (b) [X] bearing Application No. 10/665,978, and filed on September 19, 2003.

WHEREAS, Roku, LLC, a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 399 Sherman Avenue, Suite 12, Palo Alto, CA 94301 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign,

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transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

(a) the Invention(s);

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- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the proceeding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) - (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignce, its successors, legal representatives, and assigns.



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Gregory Mack GARNER

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

| Date: 3-25-04 | By:Anthony John Wood           |
|---------------|--------------------------------|
| Date: 2-11-04 | By: Donald Robert WOODWARD, Jr |
| Date: 4-5-04  | By: Douglas Glen SHANNON       |
| Date: 2/11/04 | By: Daniel SLETTEN             |
| Date: 7/11/04 | By: Patrick Michael ELLIS      |
| Date: 2/22/04 | De Mach Harris                 |

2/11/2004